

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

SUSQUEHANNA BANK,	)	
	)	
Plaintiff,	)	CIVIL ACTION
	)	NO.: 10-10632
v.	)	
	)	
BISHER I. HASHEM,	)	
	)	
Defendant.	)	

**PLAINTIFF'S COMPLAINT**

**Introduction**

This is a claim by Susquehanna Bank against Bisher I. Hashem for failing to pay monies owed on a Marine Promissory Note and an action in replevin pursuant to Mass.Gen.L. c. 247 §7.

**Parties**

1. The Plaintiff is a lawful Maryland banking institutions with a principal place of business located at 307 International Circle, 6<sup>th</sup> Floor, Hunt Valley, MD 21030-1376.
2. The Defendant, Bisher I. Hashem, is an individual who resides at 210 Prospect Street, in the Town of Easton, County of Bristol, Commonwealth of Massachusetts.

**Jurisdiction and Venue**

3. Subject matter jurisdiction of this Honorable Court is based upon 28 U.S.C. §1333 and the Preferred Ship Mortgage Act, as amended and recodified at 46 U.S.C. §31325 and supplemental jurisdiction pursuant to 28 U.S.C. §1367. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is an admiralty and maritime claim, to enforce a preferred mortgage lien, within the meaning of rule 9(h) of the Federal Rules of Civil Procedure.

4. Venue lies within this District under the provisions of 28 U.S.C. s.1391.

**Facts**

5. On or about March 15, 2007, the Defendant, Bisher I. Hashem, for valuable consideration, executed and delivered to the Plaintiff Susquehanna Bank a Note, wherein Defendant agreed to pay Plaintiff the principal sum of Six Hundred Twenty Thousand Dollars (\$620,000.00) plus interest. A true copy of the Note is marked as Exhibit "A" attached hereto.
6. Said Note was and is secured by a First Preferred Ship Mortgage on the M/V JOHARA (O.N. 1033805) (hereinafter "vessel") executed and delivered to Plaintiff on or about March 15, 2007. A true copy of the Mortgage is Marked as Exhibit "B" attached hereto.
7. Said First Preferred Ship Mortgage was duly recorded and endorsed on defendant's vessel's official file with the National Vessel Documentation Center at Batch Number 580100, Document ID 6852774. See Exhibit "B" attached hereto.
8. Additionally, the Defendant executed a Marine Security Agreement on or about March 15, 2007. A true copy of said Security Agreement is marked as Exhibit "C" attached hereto.
9. On or about June 23, 2009, the Plaintiff sent the Defendant a Notice of Default which was received on or about June 26, 2009. A true coy of said notice is marked as Exhibit "D" attached hereto.
10. Pursuant to the terms of the First Preferred Ship Mortgage and the Marine Security Agreement, the Plaintiff is entitled to have the Defendant assemble and deliver the Vessel to the Plaintiff.

11. Despite repeated demand, the Defendant has refused to deliver possession of said vessel to the Plaintiff or satisfy the outstanding balance on the mortgage.
12. Despite repeated demand, the Defendant has also refused to tell the Plaintiff where the vessel is located.

**COUNT I - *In Personam Against Mortgagor***

13. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 12 of this Complaint as if fully restated herein.
14. Pursuant to the terms of the Note; the preferred ship mortgages, and the Ship Mortgage Act, as amended and recodified at 46 U.S.C. §31325, Defendant, Bisher I. Hashem, is liable for the amount of the outstanding indebtedness on the Note secured by the mortgaged vessel for any deficiency thereof.

**COUNT II - *Replevin***

15. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 14 of this Complaint as if fully restated herein.
16. The vessel is being intentionally hidden and unlawfully detained by the Defendant, Bisher I. Hashem, from the Plaintiff.
17. The Plaintiff is being deprived of the vessel pursuant to the terms of the Marine Security Agreement.
18. The Plaintiff is entitled to an Order from this court as to the current location of the vessel pursuant to M.G.L. c. 247, §7.

WHEREFORE, plaintiff demands that the Court:

1. As to Count I, enter judgment against the Defendant, Bisher I. Hashem, and in favor of Plaintiff, Susquehanna Bank for its damages for the full amount due under the Note with

interest, costs, and expenses of collection, including reasonable attorneys' fees as provided for in the Preferred Ship Mortgage and any other outstanding deficiencies which may accrue pursuant to a sale of the vessel;

2. As to Count II, enter judgment that the Defendant must assemble and deliver the Vessel to the Plaintiff at such location as Plaintiff may reasonably require.
3. Grant Plaintiff such other relief as justice may require.

Respectfully submitted,  
Susquehanna Bank  
By its attorney,

/s/ David S. Smith

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David S. Smith, Esq.  
BBO No.: 634865  
Ouellette & Smith  
127 Eastern Avenue, Suite 1  
Gloucester, MA 01930  
Tel: 978-281-7788  
Fax: 978-281-4411

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